

# **EXHIBIT 5**

EMERGENCY CONTRACT  
BETWEEN  
THE SOUTH CAROLINA DEPARTMENT  
OF SOCIAL SERVICES  
AND  
SOUTH CAROLINA MENTOR

CONTRACT NUMBER: 4400024512

FOR THE PURCHASE AND PROVISION OF Statewide support for non-therapeutic foster families that serve children of all ages. This contract is entered into as of August 1, 2020 by and between South Carolina Department of Social Services, Post Office Box 1520, Columbia, South Carolina 29202-1520 hereinafter referred to as "SCDSS" and, South Carolina Mentor, 280 Merrimack Street, Suite 600, Lawrence, Massachusetts, 01843, hereinafter referred to as "Contractor".

**RECITALS**

WHEREAS, The Contractor meets applicable standards as a provider of services specified herein.

WHEREAS, It is the intent of the South Carolina Department of Social Services (SCDSS) to contract with currently licensed Group Homes, who are also licensed Child Placing Agencies (CPAs), to support non-therapeutic foster families that serve children of all ages.

**WHEREAS, This is an emergency contract intended to enable SCDSS to immediately utilize CPAs to facilitate the placement of children in foster care, and is offered for the limited purpose of enabling SCDSS to fill this need in the interim until the full solicitation is available.**

NOW THEREFORE, the parties to this contract, in consideration of the mutual promises, covenants, and stipulations set forth herein, agree as follows:

**ARTICLE I  
CONTRACT PERIOD**

The emergency contract must take effect as of August 1, 2020 and must continue in full force and effect through December 31, 2020. The services described herein must be provided throughout the entire contract period either through funds made available by this contract or by other funds. This contract is effective between the parties as of the effective date specified herein.

**ARTICLE II  
STATEMENT OF WORK**

1. The emergency contract is to assist with group home diversification.
2. Contractor must support non-therapeutic foster homes.
3. Homes are needed to serve the following population: children of all ages who have been abused, neglected, threatened with harm, experienced trauma, must have grown up in dysfunctional families, been exposed to domestic violence, or have experienced multiple placements.

**ARTICLE III  
CONTRACTOR RESPONSIBILITIES**

1. Contractor must make foster homes available for placement of a child upon receiving an approved license.
2. Contractor must provide training and support to foster families for a wide range of children in care to account for variations in age, developmental status, disciplinary issues, cultural sensitivities, and provide timely and appropriate responses to potentially disruptive situations. Contractor must ensure foster homes are able to receive support twenty-four hours per day, seven days per week.
3. Contractor must assist foster families, pursuant to SCDSS regulations, in working with birth families (including immediate and extended family) to achieve positive permanency alternatives: reunification, adoption, legal guardianship, permanent custody, kinship care or other planned living arrangements for the child.
4. Contractor must provide on-going support services. Support services must include but are not limited to:
  - a. One-on-one mentoring (making experienced foster families available to advise new foster families)
  - b. Conferences and seminars for licensed foster families
  - c. Respite care between licensed foster families
  - d. Resource sharing (accepting contact information from foster families with cribs, beds, car seats, clothes, etc. to donate and sharing the contact information with foster families needing those items)
5. **Contractor must provide intake referral services twenty-four hours per day, seven days per week.**
6. Contractor must provide DSS with an open bed list. The open bed list will be submitted by 12pm on Friday of each week.
7. Contractor must provide DSS with their after-hour contact information and procedures will submit changes to this information and/or procedures by 3pm on Friday of each week.
8. Referrals for Placement:
  - a. During Business Hours:
    - SCDSS will email the Universal Application
    - The receiving agency will send an email confirming receipt of the referral to the appropriate email address:
      - [UpstatePlacementUnit@dss.sc.gov](mailto:UpstatePlacementUnit@dss.sc.gov)
      - [MidlandsPlacementUnit@dss.sc.gov](mailto:MidlandsPlacementUnit@dss.sc.gov)
      - [LowcountryPlacementUnit@dss.sc.gov](mailto:LowcountryPlacementUnit@dss.sc.gov)
      - [PeeDeePlacementUnit@dss.sc.gov](mailto:PeeDeePlacementUnit@dss.sc.gov)

- The CPA will provide SCDSS periodic updates on their search status to the above listed appropriate email address and includes the following:

- Child's name
- Date of Birth
- County/Counties being searched for placement

b. After Hours:

- The placement referral will be made by phone
- The receiving agency will provide periodic updates on placement search through text message, telephone call, or email.

SCDSS:

1. DSS will provide the Universal Application when making a referral for placement.
2. DSS will call the receiving agency if placement is needed and it is after-hours.
3. DSS will notify all agencies that were contacted for placement within 15 minutes of a placement being secured.
4. DSS will provide to the CPAs the Regional Licensing Offices' On-Call schedule by 12pm on Friday of each week.

**Contractor's Responsibilities pertaining to matching and recommendations**

- A. The SCDSS retains authority for all (initial and subsequent) placement decisions. The SCDSS must provide the Contractor with pertinent information on children in its care, and the Contractor must identify foster families that are best matched to each child/youth. The Contractor will then notify the SCDSS on the specifics of the home in order for DSS to coordinate placement of the child/youth in the foster home.
- B. **Due to Federal Child Welfare National Standards of Placement Stability, Contractors must not move a child (youth) from one home to another without SCDSS prior written authorization, nor to a foster home that is outside of the previous county of residence and/or outside of the previous school district (during the middle of a school year) without SCDSS prior written authorization. SCDSS must have the sole authority to move or approve the Contractor to move a child from one home to another. The child must not be moved for any reason unless a safety or emergency arises and Contractor must contact SCDSS within 24 hours of the event.**

**Contract Monitoring and Corrective Action Plans**

- A. At any time, SCDSS and/or appropriate federal agencies must deem necessary, Contractor must make all program records and service delivery sites open to DSS to perform program reviews. SCDSS must have the right to examine and make copies, excerpts, or transcripts from all records,

contact the client for documentation of service delivery, and to conduct on-site reviews of all matters relating to service delivery as specified by this contract.

- B. Monitoring reviews must describe issues in internal contract and/or program compliance. Within 15 business days of receiving notification of issues, the Contractor must submit a corrective action plan to address the issue, indicating the actions taken, actions to be taken, dates of anticipated completion, and contact person responsible, or submit an explanation of specific reasons why no corrective action is required.

### **Reporting Requirements**

Reports must be submitted as follows:

Monthly reports from August 1, 2020 through and including December 31, 2020 must be submitted within 5 business days following the service month and must include the following:

- Total number of licensed foster homes as of the last calendar day for the previous reporting month
- Names of newly licensed foster homes for the previous reporting month
- Names of closed licensed foster homes for the previous reporting month
- Number of homes with foster care placements at any point during the previous reporting month
- Number of children placed at any point during the previous reporting month
- List of support services provided by home for the previous reporting month (i.e., one-on-one mentoring, resource sharing, etc.)

Reports must be filed as follows, and the Contract Monitor shall forward all reports to the program areas within 24 hours of receipt of the reports:

South Carolina Department of Social Services  
Attention: Contract Monitoring  
1628 Browning Rd  
Columbia, SC 29210

### **ARTICLE IV SCDSS RESPONSIBILITIES**

SCDSS agrees to purchase from the Contractor and to pay for the services provided pursuant to this contract in the manner and method herein stipulated:

A. **Payment for Allowable Expenditures Only**

SCDSS will make payment only for allowable expenditures reasonably and necessarily incurred by the Contractor in the course of providing services pursuant to this Contract. Payment by SCDSS for services provided pursuant to this contract constitute payment in full to the Contractor and

the Contractor must not bill, request, demand, solicit or in any manner receive or accept payment or contributions from the client or any other person, family member, relative, organization or entity for care or services to a client except as must otherwise be allowed under the federal regulations or in accordance with SCDSS policy. Any collection of payment or deposits in violation of this section must be grounds for termination of this Contract, and reimbursement for any services to clients made after such collection or attempt to collect must be denied by SCDSS, and must be subject to recoupment for any client payment made.

B. Limit on Total Reimbursement

SCDSS will reimburse the Licensed Regular Child Placing Agency under this emergency contract a monthly rate of \$300 per child (or \$10 per child if less than 30 days in a given month). Please note the day of discharge is not a billable day.

**TOTAL FUNDS: \$150,000.00**

**ARTICLE V  
REIMBURSEMENT PROCEDURES**

A. Request for Reimbursement

Invoicing for payment of all invoices from August 1, 2020 through and including December 31, 2020 must be submitted within 20 business days of the execution of this contract. Any invoices or fees previously paid prior to the execution of this contract, via any payment system, must not be resubmitted for payment. Invoices submitted on any other form will not be processed and will be returned to contractor. Completed, signed invoices can be submitted via the following two methods:

Scanned/emailed (preferred method) to [VendorInvoice@dss.sc.gov](mailto:VendorInvoice@dss.sc.gov)

US Mail to: South Carolina Department of Social Services  
Attn: Program Development, Room 502  
PO Box 1520  
Columbia, SC 29202-1520

B. Form of Report or Request

Requests or reports must be filed upon the designated form to be provided by SCDSS and completed in accordance with detailed instructions to be furnished for the applicable form.

**ARTICLE VI  
AUDITS AND RECORDS**

At any time during normal business hours and as often as SCDSS, the State Auditor, the Office of the Attorney General, GAO, DHHS, and any other appropriate federal agency and/or the designee of any of the above must deem necessary, the Contractor must immediately make available for examination all

records of the Contractor with respect to all matters covered by this contract. The must permit any of the above to audit, examine, make copies, excerpts, or transcripts from such records and contact and conduct private interviews with Contractor clients and employees and on-site reviews of all matters relating to service delivery. If any audit, litigation, claim, or other action involving the records has been initiated prior to the expiration of a three (3) year period since the date of contract termination/expiration, this Article and the terms hereunder must continue to apply until the action is completed and the issues are resolved.

#### A. AUDIT REQUIREMENTS

The Contractor agrees that it must comply with all federal and/or state audit requirements.

##### 1. Private for Profit

Private for Profit sub-recipient organizations that receive \$750,000 or more in federal financial assistance from SCDSS in a fiscal year must obtain an annual audit conducted in accordance with Uniform Guidance 2 CFR, Part 200, and Subpart F - Audit Requirements.

##### 2. Audits of States, Local Governments and Non-Profit Organizations

States, local governments and nonprofit sub recipient organizations (both private and public) that expend \$750,000 or more in federal financial assistance from all sources in a fiscal year must have a single audit conducted in accordance with 2 CFR, Part 200, Subpart F – Audit Requirements.

##### 3. Additional Audit Requirements - State Funds

Organizations that receive more than \$75,000 in state funds from SCDSS in a fiscal year are required to obtain an annual financial audit. This Audit must be performed in accordance with auditing standards and generally accepted accounting principles as defined by the AICPA.

##### 4. Filing Audit Reports

Each organization required to have an audit must supply a copy of such audit, data collection form, reporting package, any management letters associated with the audit, and Contractor's corrective action plan to the South Carolina Department of Social Services, Office of Internal Audit, Post Office Box 1520, Columbia, South Carolina 29202-1520, within fifteen (15) calendar days of the receipt of such report.

##### 5. Working Papers

Working papers are to be retained by the audit firm and must be available for examination by SCDSS or its designee for at least three (3) years following the issuance of the audit report to the auditee. Retention of working papers beyond three (3) years is required where questioned costs and/or practices have not been resolved with SCDSS.

#### B. CORRECTIVE ACTIONS PLANS

When the audit describes issues or matters of concern in Internal Controls and/or Program compliance, the Contractor must submit a corrective action plan to eliminate the weaknesses, while indicating the actions taken, actions to be taken, dates of anticipated completion, and

contact person responsible, or in the alternative, submit an explanation of specific reasons why no corrective action is required. The corrective action plan must be submitted along with the audit report or reporting package within thirty (30) days of the receipt of the final audit report/management letter. Corrective action must be initiated within 45 days of the receipt of the audit report and proceed as rapidly as possible. In the event that an audit report contains audit exceptions or disallowances, it is agreed that the following procedures must be used in making the appropriate audit adjustment(s):

1. Notice of Exception and Disallowances

SCDSS must furnish the Contractor with written notice containing the adjustment for each exception. Such notice must state the total sum disallowed and that payment is due to SCDSS in the full amount within thirty (30) days after the receipt of notice. Notice will be sent to the Contractor by certified mail. Audit exceptions or disallowances must be accepted as final unless appealed within thirty (30) days of receipt of the notice of disallowance. Payment must be made within thirty (30) days from the receipt of notice of disallowance regardless of the filing of an appeal.

2. Disallowances - Appeals

In the event the Contractor disagrees with the audit exceptions and disallowances, they must seek relief in accordance with Article VIII Appeals Procedures.

3. Disallowances Sums, Set-Off

Any provision for contract resolution notwithstanding, SCDSS is authorized to recoup at any time after receipt of the notice of disallowances any funds owed to SCDSS. The means of recoupment must be by withholding and/or offsetting such funds for which SCDSS must be obligated to the Contractor under this or any previous and/or future contracts. Provided, however, if the Contractor can demonstrate that such withholding or set-off would constitute a serious hazard to the quality of services, SCDSS must, in its sole discretion, grant such repayment terms as must be determined by SCDSS to be consonant with sound business practice.

4. Interest Provision/Repayment (for Disallowed Amounts)

The Contractor must pay interest on the disallowed amount with said interest accruing from the thirtieth (30th) day following the date of receipt of the notice of disallowance. The Contractor must request that they be permitted to make repayment on an installment payment schedule. Such request must be made in writing within thirty (30) days of the receipt of the notice of disallowance and must contain evidence to support the Contractor's allegation of financial inability to pay the sum in full. At the sole option of SCDSS, SCDSS must agree in writing to permit the Contractor to repay pursuant to an installment payment schedule. The interest rate imposed by SCDSS is the legal interest rate per S.C. Code, Section 34-31-20(B).



5. Audits During and After the Contract Period

The provisions of this Article must apply to audits commenced during the contract period and audits commenced after termination of this contract and for a period of three (3) years thereafter.

C. ACCURACY OF DATA AND REPORTS

The Contractor agrees that all statements, reports, and claims, financial and otherwise, must be certified as true, accurate, and complete, and the Contractor must not submit those claims, statements, or reports which they know, or has reason to know, are not properly prepared or payable pursuant to federal and state laws, applicable regulations, this contract, and SCDSS policy.

1. Maintenance of Records

The Contractor must maintain an accounting system with supporting fiscal records adequate to assure that claims for funds are in accordance with this contract and all applicable laws, regulations, and policies. The Contractor must keep one (1) copy of the OMB approved Data Collection Form. The Contractor further agrees to retain all financial and programmatic records, supporting documents, and statistical records under this contract for a period of three (3) years after the expiration of this contract. Property and equipment records must be maintained until three (3) years after transfer, replacement, sale, or junking of the item. If any audit, litigation, claims, or other actions involving the records have been initiated prior to the expiration of the three (3) year period, the records must be retained until completion of the action and resolution of all issues.

**ARTICLE VII  
TERMINATION OF CONTRACT**

A. Termination for Lack of Funds

Funds for this Contract are payable from State and/or Federal appropriations. In the event the SCDSS determines that sufficient appropriations are not made to pay the obligations under the Contract the SCDSS must terminate the Contract. Termination must be effective without penalty or termination costs. SCDSS must have the sole responsibility for determining the availability of such federal, state, and local funds.

B. Termination for Breach of Contract

This Contract must be canceled and terminated by either party at any time within the contract period whenever it is determined by such party that the other party has materially breached or otherwise materially failed to comply with its obligation hereunder.

C. Termination for Breach of Previous Contracts or Non-Payment of Previous Audit Exceptions

This Contract must be cancelled or terminated by SCDSS at any time within the Contract period if the Contractor, after exhaustion of all administrative and judicial appeals, has failed to make

payment in full to the SCDSS for audit disallowances pursuant to any previous Contract between the parties.

D. Notice of Termination

In the event of any termination of this Contract under this Section, the party terminating the Contract must give notice of such termination in writing to the other party. Notice of termination must be sent by certified mail, return receipt, unless otherwise provided by law; provided, however, if terminated pursuant to sections A, D, and/or F, said termination must be effective upon receipt of such notice.

E. Termination for Failure to Meet Conditions for Contract Continuation

This Contract must be terminated effective any date that the Contractor fails to meet the specified condition for Contract continuation imposed as a result of monitoring, review, or audit findings.

F. Termination in Best Interest of the SCDSS and/or Client

The SCDSS has the right to terminate this Contract if it decides that termination is in the interest of the SCDSS and/or its clients.

G. Termination for Convenience

This contract award must be terminated at any time by SCDSS for convenience, such reason being within the sole discretion of SCDSS. SCDSS must give thirty (30) days' notice of termination to the Contractor in writing. The Contractor must terminate the contract for convenience upon 30 days written notification to SCDSS, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion of the contract to be terminated. However, if, in the case of a partial termination, SCDSS determines that the remaining portion of the contract will not accomplish the purposes for which the contract was made, SCDSS must terminate the contract in its entirety. This determination is within the sole discretion of SCDSS.

**ARTICLE VIII  
APPEALS PROCEDURES**

In the event the Contractor believes itself aggrieved by actions of S.C. pursuant to terms of this contract, the Contractor must request resolution of the matter pursuant to S. C. Code Ann §§11-35-4230 (Supp.1999).

**ARTICLE IX  
COVENANTS AND CONDITIONS**

In addition to all other stipulations, covenants, and conditions contained herein, the parties to this Contract agree to the following covenants and conditions:

A. Applicable Laws and Regulations

The Contractor agrees to comply with all applicable federal and state laws and regulations including constitutional provisions regarding due process and equal protection of the laws and including, but not limited to:

1. All applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970, as amended (U.S.C. 7401, et seq.).
2. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and regulations issued pursuant thereto, 45 CFR Part 80.
3. Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) in regard to employees or applicants for employment.
4. Section 504 of the Rehabilitation Act of 1973, as amended, (29 U.S.C. 794), which prohibits discrimination on the basis of handicap in programs and activities receiving or benefiting from federal financial assistance, and regulations issued pursuant thereto (45 CFR Part 84, 1994).
5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance.
6. The Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.
7. Americans with Disabilities Act, (42 U.S.C. Sections 12101 et seq.), and regulations issued pursuant thereto, 42 CFR Parts 35 and 36.
8. Drug Free Workplace Acts, S.C. Code Ann. §§44-107-10 et seq. (1976, as amended), and the Federal Drug Free Workplace Act of 1988 as set forth in 45 CFR Part 76, Subpart F (1994).
9. Health Insurance Portability and Accountability Act of 1996 (HIPAA) at 45 C.F.R., PART 164.502(e), 164.504(e), 164.532(d) and (e).

- B. Safety Precautions. SCDSS assumes no responsibility with respect to accidents, illnesses, or other claims arising out of any work undertaken with the assistance of federal and/or state funds. The Contractor is expected to take necessary steps to insure or protect itself and its personnel. The Contractor must comply with all applicable local, state, and federal occupational and safety acts, rules, and regulations.

- C. Titles. All titles used herein are for the purpose of clarification and reference only.

- D. Attorney's Fees and Legal Services. No attorney-at-law must be engaged through the use of any funds provided by SCDSS pursuant to the terms of this contract. Further, with the exception of the attorney's fees awarded in accordance with S.C. Code Ann. §§15-77-30 (1976, as amended), SCDSS must under no circumstances become obligated to pay attorney's fees or the cost of legal action to the Contractor.

The Contractor must and will pay attorney fees to SCDSS as the court must adjudge reasonable in addition to the amount of judgment and costs.

- E. Restrictions on Lobbying. In accordance with 31 U.S.C. 1352, funds received through this contract must not be expended to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. This restriction is applicable to all subcontractors.
- F. Integration and Amendment. This Contract must be construed to be the complete integration of all understandings between the parties hereto. No prior or contemporaneous addition, deletion, or other amendment must have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto must have any force or effect, unless embodied in a written contract executed and approved by both parties or added as an attachment specifically authorized in this contract.
- G. Background Checks. For all employees, contractors, subcontractors, or persons who perform duties for SCDSS under this contract the Contractor, to include volunteers or any unpaid persons who could potentially have direct contact with children in care, contractor must perform background checks to include FBI fingerprint check, SLED check, state and national sex offender registry check, and a Central Registry check. These checks must be performed prior to an employee, contractor, subcontractor, volunteer, or person performing duties for SCDSS under this contract. No employee, contractor, subcontractor, volunteer, or person must perform work for SCDSS under this contract unless all required background checks are clear. A breach of this term is a material breach and must result in termination of the contract for cause, in addition to all other legal and equitable remedies available to the state.
- H. Non-Waiver of Breach and/or Rights. The parties agree that the execution and any performance of any provision of this contract, or the continued payment of Contractor by SCDSS, must in no way affect the right of SCDSS to enforce the provisions of this contract. Nor must the waiver by SCDSS of any breach of any provision hereof be taken or held to be waiver of any succeeding breach of such provision, or as a waiver of the provision itself. All rights or obligations are hereby preserved, protected, and reserved.
- I. Severability and Conformity with Law. The provisions of this contract and performance hereunder are subject to all laws, regulations, ordinances, and codes of the federal, state, and local governments. All terms of this contract must be construed in a manner consistent with the aforesaid; and should any of the terms hereof conflict with any of the aforesaid, then the terms must be deemed modified to conform therewith; and the remaining provisions of this contract must not be invalidated. The Contractor agrees to comply with all the aforesaid laws and regulations as must be promulgated during the term of this contract.
- J. Federal or State Law and Regulation. Reference to or attached copies of Federal or State regulations or law are believed to be the most current, but it is the Contractor's responsibility to obtain updates, amendments, or other changes of these.

- K. Political Activity. None of the funds, materials, property, or services provided directly or indirectly under this contract must be used in the performance of this contract for any partisan political activity, or to further the election or defeat of any candidate for public office or any activity in violation of the "Hatch Act".
- L. Reporting of Fraudulent Activity. If at any time during the term of this contract, the Contractor becomes aware of or has reason to believe by whatever means that, under this or any other program administered by SCDSS, a recipient of or applicant for services, an employee of the Contractor or SCDSS, and/or subcontractor or its employees, have improperly or fraudulently applied for or received benefits, monies, or services pursuant to this or any other contract, such information must be reported by the Contractor directly to SCDSS.
- M. Incorporation of Schedules/Appendices. All schedules or appendices attached to this contract are expressly made a part hereof and incorporated by reference. Whenever this contract sets a higher standard than contained in a schedule or attachment, the standard set in the body of the contract must prevail.
- N. Insurance. The Contractor agrees to obtain and keep in effect comprehensive insurance which must be required by law and prudent business practices for its operations.
- O. Disclaimer. Contractor understands and agrees that SCDSS disallows and disclaims all responsibility for any liability for losses, damage, claims, demands, or costs from third parties asserted against it as a result of operations performed by the Contractor herein in the performance of this agreement; and, the Contractor acknowledges and agrees that it is an independent Contractor and does not act as an agent, servant, or employee of SCDSS or the State of South Carolina in the performance of this contract.
- P. Hold Harmless. The Contractor must hold and save SCDSS, its officers, agents, and employees harmless from liability of any nature or kinds, including costs and expenses, for or on account of any suits initiated or injury or damages sustained by any persons or property resulting in whole or in part from the negligent or intentional acts or omissions of any employee, agent, or representative of the Contractor. This Provision must not apply to any S.C. State Agency, the Federal Government, or another state.
- Q. S.C Law Clause. Upon acceptance of the emergency contract, contractor must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business in this State. Contractor agrees to subject itself to the jurisdiction and venue of Richland County, South Carolina, and processes of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.
- R. Procurement Codes. When applicable, contractor must comply with the terms and conditions of both federal and state procurement codes in the acquisition of equipment and supplies and in all subcontracts.

S. Security and Confidentiality of Sensitive Information

Contractor agrees to be fully responsible to SCDSS for the security of the storage, processing, compilation, and transmission of all personally identifying and other confidential client data supplied to it by SCDSS, and of all equipment, storage facilities, transmission facilities on or from which any such data is stored, processed, compiled, or transmitted.

1. Contractor agrees that it will not access, use, or disclose such data supplied by SCDSS beyond its limited authorization under this agreement or for any purpose outside the scope of this agreement.
1. Contractor agrees that it will protect such data in a secure environment and ensure that its computer site(s) and related infrastructure will have adequate physical security and that in situations such as remote terminals or other office work sites where all the requirements of a secure area with restricted access cannot be maintained, the equipment must receive the highest level of protection and must be consistent with Internal Revenue Service publication requirements on alternate work sites. Contractor agrees that it will not allow any such data supplied to it by SCDSS to be held on mobile, remote, or portable storage devices.
2. Contractor agrees that it will protect the confidentiality of such data in accordance with the requirements of all applicable state and federal laws, regulations, standards, and guidelines, as well as all applicable industry standards, including, but not limited to, Internal Revenue Service requirements, federal information processing standards, the federal Privacy Act, Payment Card Industry (PCI) data security standards, and functional and assurance requirements for the operating security features of its systems.
3. Contractor agrees that it will ensure that appropriate background checks are performed on each employee/agent/sub-contractor to whom it grants access to any such data; that it will ensure that an appropriate and effective authorization process for user access is maintained; that it will ensure that each of its employees and agents to whom data is disclosed is notified in writing of the confidentiality and security requirements of this agreement and of criminal and civil sanctions under applicable laws; and that it will notify SCDSS immediately in writing if the relationship ends between Contractor and any employee/agent/subcontractor to whom it granted access or who obtained access to any SCDSS data.
4. Contractor agrees that, in the event of any unauthorized disclosure or loss of such data supplied to it by SCDSS, it will immediately notify SCDSS of the extent of the breach of security, the reason therefore, the sources, the affected data, and mitigation actions. The parties agree that the actual harm to a third party caused by a security breach is difficult to estimate, and that a reasonable forecast of just compensation is for the Contractor to provide to such individual: (1) timely and adequate notice of the facts surrounding the compromise of information; (2) actual damages sustained by the individual as a result of the breach and any prescribed or ordered damages; and (3) two (2) years of credit monitoring services, at no cost to such individual.
5. Contractor agrees that, prior to disposal, all floppy disks, CDs, magnetic tape, hard drives (desktop and server), data DVDs, zip drives, and any other media used in containing sensitive data supplied to it by SCDSS, must be destroyed in compliance with federal and industry legal and standard operating procedures standards to sufficiently ensure that data is non-recoverable,



prior to disposal of any such media, equipment, data holders. All hardcopy records that contain sensitive data must be disposed of through a cross cut paper shredder or equivalent secure destruction process.

6. Contractor agrees that, prior to any disclosure of data or information supplied to it by SCDSS, regardless of instance or whether court-ordered, legally mandated, or otherwise, it will timely notify SCDSS in writing of its intent to disclose and secure the prior written permission of SCDSS before disclosing.
- T. Subcontracts, Employees and Non-Assignability. No services required to be provided under this contract must be provided to a recipient by anyone other than the contractor, an employee or a volunteer of the contractor. **Unless otherwise expressly authorized in writing, no sub-contracts for the provision of services must be entered into by the contractor.** Authorized subcontracts under this contract must be in writing and must be subject to the terms of the contract. The contractor must be solely responsible for the performance of any subcontracts. All subcontracts must be submitted to SCDSS for written prior approval before any reimbursement is made or services rendered. No assignment of this contract or any rights hereunder must be valid without written consent of SCDSS.
- U. Suspensions and Debarment. The Contractor certifies by its representative's signature to this Contract Agreement that neither the Contractor nor any of its principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency. The Contractor agrees to and must inform SCDSS immediately if at any point it is suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency. If at any point the SCDSS and/or the State of South Carolina determines that the Contractor knowingly or in bad faith rendered an erroneous certification and/or that either the University/Contractor or any of its principals are suspended or debarred, then, in addition to other remedies available to the SCDSS, the SCDSS must terminate this Contract Agreement immediately and, upon such termination, the Contractor agrees to and must, within thirty (30) days, return to the SCDSS all funds paid to it under this Contract.
- "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
- V. Civility. It is a material term to the State's acceptance of this emergency contract that the Contractor must engage in prompt and courteous written and oral communication, and must work to promote respect, civility, and courtesy due to all parties of this agreement, as well as those who assist them. Further, Contractor warrants it must ensure its employees, subcontractors, and representatives must maintain fairness, integrity, and civility in all written and oral communications.
- W. Media Response Protocol. If a Contractor receives a request from a member of the media, or from someone on behalf of the media, and that request is arising out of, or has any connection to, a child in SCDSS custody, the Contractor must incorporate the following into its response process:
1. Contractor must immediately notify the SCDSS Office of Communications and Public Affairs of the request;

2. Contractor must not release public statements affecting, or having any relation to, children who are currently in SCDSS custody, or who have been within SCDSS custody, prior to notice and approval for such statements by SCDSS;
  3. Contractor must send a proposed response to the SCDSS Office of Communications and Public Affairs (OCPA). Contractor agrees that SCDSS must have sole approval authority over any communication Contractor proposes to release.
- X. Copyrights, Trademarks and Service Marks. With respect to any pre-existing works contributed by a party for use in the Program, such party will retain all right, title or interest in and copyrights, trademarks and service marks in such work.

IN WITNESS WHEREOF, The SCDSS and the Contractor, by their authorized agents, have executed this contract as of the first day of August 2020.

SOUTH CAROLINA DEPARTMENT OF  
SOCIAL SERVICES  
"SCDSS"

BY: Susan Roben  
  
 Susan L. Roben  
 Chief Financial Officer

DATE: 11/10/2020

SOUTH CAROLINA MENTOR  
"CONTRACTOR"

BY: Vukobratovic, LSW-CPS  
 Authorized Representative

DATE: 11-01-2020

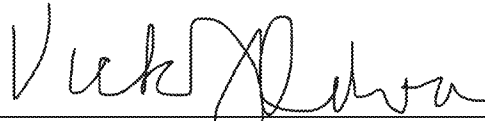


**Certification Regarding Debarment, Suspension, Ineligibility  
and Voluntary Exclusion- Lower Tier Covered Transactions**  
(To Be Supplied to Lower Tier Participants)

By signing and submitting this lower tier proposal, the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) where the prospective lower participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.

The prospective lower tier participant further agrees by submitting this proposal that it will include this clause entitled **Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions** without modifications in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

  
A handwritten signature in black ink, appearing to read "Vicki Johnson", is written over a horizontal line.

Authorized Signature

**THE DRUG-FREE WORKPLACE ACT**  
S.C. Code Ann. §§44-107-10 through -90 (1990)

As provided by S.C. Code Ann. §44-107-30, no person (a partner, corporation organized or united for a business purpose, or a governmental agency) may receive a contract or grant "...for the procurement of any goods, construction, or services for a stated or estimated value of fifty thousand dollars or more..." from a state agency unless the person has certified to the agency that it will provide a drug-free workplace as set forth in the "Certification Statement for Person" set forth below.

S.C. Code Ann. §44-107-40 provides that no individual may receive a contract or grant "...for a stated or estimated value of fifty thousand dollars or more..." from a state agency unless the contract or grant includes the "Certification Statement for Individual" set forth below.

Please check the box beside the certification statement that applies to you and sign and date this form.

**CERTIFICATION STATEMENT FOR PERSON**



I hereby certify to the South Carolina Department of Social Services (SCDSS) that I will provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of the prohibition;
2. Establishing a drug-free awareness program to inform employees about:
  - a. the dangers of drug abuse in the workplace;
  - b. my policy of maintaining a drug-free workplace;
  - c. any available drug counseling, rehabilitative, and employee assistance programs; and
  - d. the penalties that may be imposed upon employees for drug violations;
3. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by item 1;
4. Notifying the employee in the statement required by item 1 that, as a condition of employment on the contract or grant, the employee will:
  - a. abide by the terms of the statement; and
  - b. notify me of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after the conviction;
5. Notifying SCDSS within ten days after receiving notice under item 4. b. from an employee or otherwise receiving actual notice of the conviction;
6. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee convicted as required by Section 44-107-50; and
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of items 1, 2, 3, 4, 5 and 6.

I also agree that, in compliance with Section 44-107-50, I shall, within thirty days after receiving notice from an employee of a conviction pursuant to Title 44, Chapter 53, Article 3, Narcotics and Controlled Substances, of the South Carolina Code of Laws:

1. Take appropriate personnel action against the employee up to and including termination; or
2. Require the employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for the purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

**CERTIFICATION STATEMENT FOR INDIVIDUAL**



I Hereby certify that I will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this contract.

Provider Name

Vicki J. Dehaan

DATE

11/01/2020

Authorized Signature

Vicki J. Dehaan